

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

THE EYE CARE CENTER OF NEW
JERSEY, PA, on behalf of itself and all others
similarly situated,

Plaintiff,

v.

THE HARTFORD FINANCIAL SERVICES
GROUP and TWIN CITY FIRE INSURANCE
COMPANY,

Defendant.

Civil Action No. 20-5743(KM)(ESK)

STIPULATION

IT IS HEREBY STIPULATED by and among the parties that

1. Plaintiff's claims against Defendant the Hartford Financial Services Group only are dismissed without prejudice, subject to reinstatement at a later time.

2. If Plaintiff reinstates a claim against Hartford Financial Services Group, any potential defense under the time limitation set forth in Section E, Paragraph 4(b) of the Special Property Coverage Form of the underlying policy will be based on a time period of 2 years and 6 months, instead of the stated 2 year-period.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
Attorneys for Plaintiff

STEPTOE & JOHNSON
Attorneys for Defendants

By: /s/ James E. Cecchi
JAMES E. CECCHI

By: /s/ James L. Brochin
JAMES L. BROCHIN

SO ORDERED this 10th day of July, 2020

/s/ Kevin McNulty
KEVIN McNULTY, U.S.D.J.